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REMARKS

The Examiner rejected Claims 1-23 in an office action dated November 18, 2004. Claims 1-4, 7-10, 15, 17, and 20-23 have been amended. Claim 6 has been cancelled. As such Claim 1-5 and 7-23 are pending.

CLAIM REJECTIONS – 35 USC §101

The Examiner rejected Claim 1-16 as being directed to non-statutory subject matter. Claims 1-9 are directed to a method for conducting a transaction. The Examiner objected to Claims 1-9 as being directed an abstract idea having no structural or functional relationship between the method steps. As suggested by the Examiner, Claims 1-10 have been amended to clarify that it the method claimed is a computerized method. Those claims have also been amended to specify that a number of method steps are performed electronically.

Claims 10-16 are directed to a computer program product. The Examiner objected to these claims as being directed to a "program per-se" and non-statutory. As suggested by the Examiner, the preamble of Claim 10 has been so that the claims are directed to a computer program product that comprises the physical structure of a computer readable medium having various computer **executable** instructions rather than computer **readable** instructions.

Even without the amendment, the Applicants respectfully disagree with the Examiner. Computer instructions are, by their nature, inherently executable so long as they are readable. The change from readable to executable should be of no consequence to a determination of whether a computer claim meets the requirements of §101. MPEP 2106 (IV)(B)(1) states: "When functional descriptive material is recorded on some computer-readable medium it becomes structurally and functionally interrelated to the medium and will be statutory in most cases since use of technology permits the function of the descriptive material to be realized." The instructions recorded on the claimed computer-readable medium in Claims 10-16 are functionally descriptive as they "impart functionality when employed as a computer component." MPEP 2106 (IV)(B)(1). Consequently, claims 10-16 define statutory subject matter.

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CLAIM REJECTIONS – 35 USC §112

The Examiner noted a lack of antecedent basis for elements in Claims 6 and 7. Claim 6 has been cancelled. Claim 7 has been amended accordingly.

CLAIM REJECTIONS – 35 USC §102

Claims 1-5 and 7-23 were rejected under Section 102 as being anticipated by USPN 5,426,281 issued to Abecassis. Abecassis discloses a "transaction protection system" in which delivery of payment related to the transaction is made automatically following the meeting of a future condition. Abecassis, abstract. The specific future condition disclosed is a "delivery-by-date." See, e.g., Abecassis, col. 6, line 62 through col. 7, line 5. This "delivery-by-date" is an expected delivery date and has no correlation to an actual delivery date. As such, Abecassis discloses that a buyer deposits money in a third party escrow account. The buyer or seller enters a "delivery-by-date." Payment is automatically issued to the seller "a predetermined number of days following the delivery-by-date unless the buyer has acted to prevent same." Abecassis, col. 7, lines 51-60. In other words, the buyer must manually intervene to prevent payment if actual delivery has not occurred within a set time following the "delivery-by-date."

Claims 1-5 and 7-9: Claim 1 is directed to a computerized method for conducting a transaction. As amended, Claim 1 includes the following combination of elements:

1. receiving an order to deliver a good and payment data identifying an account;
2. generating a ticket containing electronically readable information representing the payment data;
3. delivering the ticket with the ordered good; and
4. upon delivery of the good, electronically reading the ticket to at least indirectly identify the account and indicate that the good has actually been delivered, and electronically requesting payment from the account.

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Rejecting Claim 1, the Examiner cites Abecassis, col. 7, lines 57-60; col. 10, lines 5-6; and col. 12, lines 59-62 for asserting that the reference teaches reading a ticket and requesting payment from an account identified by the ticket. As amended, Claim 1 requires the delivery of the ticket with the good and electronically reading the ticket, upon delivery, to identify an account and indicate that the good has actually been delivered. Then electronic payment is requested from the identified account. Abecassis mentions nothing of delivering a ticket with the good or electronically reading the ticket upon delivery. Furthermore, Abecassis mentions nothing using a ticket to indicate actual delivery. Instead, Abecassis either requires manual delivery confirmation or manual intervention informing of non-delivery where manual confirmation is not required. See, e.g., Abecassis, col. 12, lines 59-62 col. 7, lines 51-60, col. 10, lines 5-6; and col. 7, lines 57-60.

Consequently, Abecassis does not teach one or more elements required by Claim 1. For at least this reason, Claim 1 is felt to distinguish over Abecassis. Claims 3-5 and 7-9 are also felt to distinguish over Abecassis because of their dependency from Claim 1.

Claim 7, depends from Claim 1 and further requires that the ticket be generated to include information representing buyer and good data and that the method further include registering the good according to the buyer and goods data. Rejecting Claim 7, the Examiner simply and mysteriously cites Abecassis, Fig. 2 and Fig. 1b. Nothing in either figure is at all relevant to Claim 7. For this additional reason Claim 7 is felt to be patentable.

Claim 9 depends from Claim 1 and further requires a determination of a delivery time and a calculation of a purchase price based on the delivery time. Payment is then requested from the account in the amount of the calculated purchase price. The Examiner rejected Claim 9, citing Abecassis' "delivery-by-date" (203) and col. 8, lines 18-24 and 30-33. As made clear above, the delivery-by-date is an expected delivery date. It is not a determination of an actual delivery time. The cited sections of column 8 simply specify that a delivery-by-date entered at the beginning of a transaction is not invalid because it falls before the current date or is too far in the future (lines 18-24). Also, a seller performance can be specified as a condition for payment from escrow (lines 30-33). Nothing in the sections cited even hint at determining a delivery time or calculating a purchase price based on that delivery time. For at least this additional reason, Claim 9 is felt to distinguish over Abecassis.

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Claims 10-16: Claim 10 is directed to a computer program product for triggering payment upon actual delivery of goods. The product includes a computer useable medium having computer readable instructions for:

1. reading, from a ticket delivered with the goods, information representing payment data for the goods; and
2. initiating payment for the goods according to the payment data.

As above with Claim 1, Abecassis fails to teach or suggest reading information representing payment data from a ticket delivered with goods and then initiating payment for the goods according to the payment data. As such, Abecassis fails to teach a computer readable medium having instructions for doing the same. For at least this reason, Claim 10 is felt to distinguish over Abecassis. Claims 11-16 are also felt to distinguish over Abecassis based at least on their dependency from Claim 10.

Additionally, Claims 15 and 16 include limitations similar to those in Claims 7 and 9 noted above. For the same reasons Claims 7 and 9 are patentable, so are Claims 15 and 16.

Claims 17-23: Claim 17 is directed to a system for payment of delivered goods. As amended, Claim 17 includes the following elements:

1. a ticket delivered with the goods, the ticket containing information identifying an account from which payment for the goods will be received; and
2. a delivery device operable to read the information from the ticket to identify the account and at least indirectly indicate actual delivery of the goods, the delivery device being further operable to trigger payment from the account.

Rejecting Claim 17, the Examiner asserts that Abecassis, col. 7, lines 46-50 teaches "a delivery device operable device." It is not clear what the Examiner means by this. The Applicant requests clarification. Nonetheless, the cited section is reproduced as follows:

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Once the transaction is complete, then the system will set the condition, such as delivery-by-date 54. The deposit record is then updated by the deposit information control system 43 and the condition is communicated to the devices 101, 102, 103.

Nothing in this section even suggests a delivery device capable of reading information from a ticket. Device 101 is "a point of sales credit authorization terminal," device 102 is a "personal computer/modem station," and device 103 is a "touch tone phone." Abecassis, col. 5, lines 33-35.

Abecassis simply does not teach a delivery device capable of reading information from a ticket to identify an account and at least indirectly indicate actual delivery of goods. For at least this reason, Claim 17 is felt to distinguish over Abecassis. Claim 18-23 are also felt to distinguish over Abecassis based at least on their dependency from Claim 17.

Additionally, Claims 21 and 23 include limitations whose functions include performance of the method steps of Claims 7 and 9 noted above. For the same reasons Claims 7 and 9 are patentable, so are Claims 21 and 23.

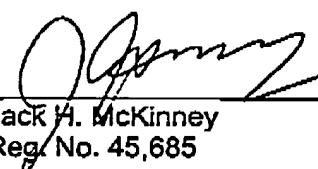
CONCLUSION

Claims 1-5 and 7-23 are felt to be in condition for allowance. Consequently, early and favorable action allowing these claims and passing the application to issue is earnestly solicited. The foregoing is believed to be a complete response to the outstanding Office Action.

Respectfully submitted,

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